

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Andre FRENK	08/19/2004
Florian Beutter	08/30/2004
Franco Cicoira	08/30/2004
RECEIVING PARTY DATA	
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City:	West Chester
State/Country:	PENNSYLVANIA
Postal Code:	19380
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	10861818
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ATTORNEY DOCKET NUMBER:	8932-917-999
NAME OF SUBMITTER:	Brent P. Ray
Total Attachments: 2 source=8932-917-999#page1.tif source=8932-917-999#page2.tif	

CH \$40.00 10861818

PATENT

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REEL: 019626 FRAME: 0774

ASSIGNMENT

WHEREAS, WE, ANDRE FRENK; FLORIAN BEUTTER; AND FRANCO CICOIRA, ASSIGNORS, citizens of Switzerland, residing at Hagebuchenweg 1, Brittnau, Switzerland CH-4805; Wengistrasse 40, Solothun, Switzerland CH-4500; and Hubmatweg 12u, Selzach, Switzerland CH-2545, are the inventors of the invention in BONE SCREW for which we have executed an application for a Patent of the United States

- which is executed on even date herewith or
- which is identified by Jones Day docket no. 8932-917-999
- which was filed on June 4, 2004, Application No. To be assigned
- We hereby authorize and request our attorney, , of Jones Day, , to insert here in parentheses (Application number, 10/861,818 filed 6/4/04) the filing date and application number of said application when known.

and WHEREAS, SYNTHES (USA), ASSIGNEE is desirous of obtaining our entire right, title and interest in, to and under the said invention and the said application:

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, we, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, our entire right, title and interest in, to and under the said invention, and the said United States application and all divisions, renewals and continuations thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant and agree that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

IN TESTIMONY WHEREOF, We hereunto set our hands and seals the day and year set opposite our respective signatures.

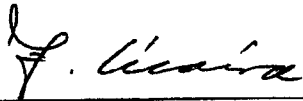
DATE: August 19, 2004 X [Signature]
ANDRE FRENK

DATE: August 19, 2004 Christin Dummermuth X [Signature]
Witness (print name) Witness Signature

DATE: August 30, 2004 X [Signature]
FLORIAN BEUTTER

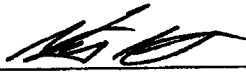
DATE: August 30, 2004 Isabelle Amrhein X [Signature]
Witness (print name) Witness Signature

DATE: 30.08.04

x 
FRANCO CICOIRA

DATE: 30.08.04

Alfred Niederberger
Witness (print name)

x 
Witness Signature

NYJD: 1531536.1